

Battle of the Bands Promotion Specific Contest Rules (Withers Broadcasting General Contest Rules Still Apply)

1. Eligibility:

- The contest is open to bands with members who are at least 21 years old as of the date of entry.
- All band members must be able to provide their own transportation to-and-from their performance on their performance date at Black Diamond Harley-Davidson in Marion, Illinois.
- Bands will not receive any sort of compensation for their performance(s) and must provide their own equipment and sound system.
- Bands must be willing to perform rain-or-shine. Neither Black Diamond Harley-Davidson (their corporate ownership and/or subsidiaries) nor Withers Broadcasting Companies (or any of its subsidiaries) are responsible for or liable for any bands' property that might be damaged, destroyed, stolen or otherwise lost for any reason.
- All finalists may be asked to sign further liability waivers.
- While Withers Broadcasting General Contest Rules still apply, a band will remain eligible even if a member of the band has won another prize under \$250 within the specified 30-day period.

2. Entry Requirements:

- Bands must apply via the OpenForSTP.com form along with a demo of their music showcasing their talent.
- Applications must be submitted by the specified deadline.

3. Entry Deadline:

- All entries must be received by 11:59:59 PM [Central Time] on Friday, April 26, 2024. We reserve the right to shorten or extend this deadline for any reason.

4. Judging Criteria:

- Finalists will be chosen by judges affiliated with Withers Broadcasting and Black Diamond Harley-Davidson based on criteria such as musical talent, stage presence, and originality.
- The grand prize winner will be chosen by a matrix scoring system utilizing crowd size, contesting judges, and contest management.
- Scoring may be provided upon written request to Black Diamond Harley-Davidson.

5. Prizes:

- There is no cash prize for this contest.
- The grand prize winner must be available to play at Mtn Dew Park on Friday, September 13, 2024, in a designated section of the Stadium and will not play on the main stage.

6. Winner Notification:

- Finalists will be notified by phone and must be available to play on their designated Saturday between May 4, 2024, and July 27, 2024.
- The grand prize winner will also be notified by phone.

7. Publicity Release:

- By entering the contest, participants grant permission for their band name, likeness, and music to be used for promotional purposes related to the Battle of the Bands event as well as future events hosted by Black Diamond Harley-Davidson and Withers Broadcasting Companies as well as any affiliated businesses.
- 8. Disqualification:**
- Entries may be disqualified if they contain inappropriate content, violate copyright laws, or fail to comply with the general contest rules and/or violate any laws and are for any reason unable to make their performance.
 - Contest will be promoted by multiple Withers Broadcasting stations, although Withers Broadcasting of Southern Illinois, LLC's general contest rules will apply in addition to these rules.
- 9. Liability Waiver:**
- Participants acknowledge that participation in the contest involves certain risks and agree to release the contest organizers, sponsors, and affiliated entities from any liability for damages, losses, or injuries incurred during participation in the event.
 - Bands may be asked to sign additional liability waiver prior to performance(s).
- 10. Modification or Termination:**
- The contest organizers reserve the right to modify, suspend, or terminate the contest at any time for any reason.
- 11. Governing Law:**
- The contest is governed by the laws of the State of Illinois.

Withers Broadcasting of Southern Illinois, LLC General Contest Rules

Withers Broadcasting of Southern Illinois, L.L.C., its subsidiaries and affiliated companies (together, the "Company"), will conduct its contests substantially as described in these general contesting rules, and by participating, each participant agrees as follows:

The Company may from time-to-time conduct contests concurrently and simultaneously on several participating radio stations owned and not owned by the Company, and in various States, and the Company may add or remove participating stations or change call letters of any participating station at any time during a contest as announced on the affected station. For a list of participating stations for each individual contest, please visit the offices of this Station during normal business hours.

1. Prize(s). The prize(s) that may be awarded to the eligible winner(s) are not transferable, redeemable for cash or exchangeable for any other prize. All prizes must be redeemed from the Station within 30 days of the contest end date unless otherwise stated in the contest's official rules. Certain prizes are date specific (i.e. concerts, trips) and the winner or winners must be available on the dates specified. If a winner cannot be contacted or is disqualified for any reason, the Company reserves the right to determine an alternate winner or not to award that winner's prize, in its sole discretion.

2. Eligibility and Limitations. Participants and winner(s) must be U.S. residents. The age limit will vary from contest to contest as determined by the Station, please refer to each contest's official rules. Participants and winners must reside in the Station's Total Survey Area (TSA). If the contest is open to minors, a parent or guardian of any participant who is a minor must sign a release on behalf of the minor to be eligible to receive a prize, but the Company reserves the right to refuse to award a prize to or on behalf of any minor. Unless otherwise stated in the official contest rules, only one (1) entry per person. Only one (1) prize valued less than \$250 per household for the Contest for any thirty (30) day period. Only one (1) prize valued more than \$250 per household for the Contest for any ninety (90) day period. This includes all of the Withers Broadcasting stations. If the contest involves listener participation by voting for a contest participant on the station's website then the voting is limited to one vote per person. If a contestant receives multiple and/or irregular votes from the same user or users, regardless of the source, the Station reserves the right to disqualify the contestant in its sole discretion. Employees of the Company, the Contest's participating sponsors and their advertising agencies, employees of other radio or television stations, and members of the immediate family of any such persons are not eligible to participate and win. The term "immediate family" includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws," or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.

3. Telephone and Delivery Disclaimer. If a contest is a call in to win contest and/or a telephone is needed to participate in the Contest, participants are restricted to the use of ordinary telephone equipment. Participants that enable the "Caller ID" block function will not be allowed to participate unless they enter their correct area code and telephone number if prompted, or disable the features inhibiting their participation in the Contest. Participants using equipment not set up for toll free phone exchanges (800, 888, 877, 866, etc.) may experience call connection problems. The Company disclaims all liability for the inability of a participant to complete or continue a telephone call due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Company's control, or otherwise. For all contests the Company disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. The Company is not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Contest, and any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Contest. Entry forms in a register-to-win contest must be handwritten. No photocopies or mechanical reproductions of entry forms is permitted.

4. Voting Contests. By participating in the voting portion of any contest, each voting participant agrees to be bound by the official contest rules. Voting is limited to one vote per verified email address. If an entrant receives multiple and/or irregular votes or multiple votes from the same user or users, including but not limited to, votes generated by a robotic, programmed, script, macro, other automated means or other source, the Station reserves the right to disqualify the entrant in its sole discretion. If the contest includes the use of an internet tool and the internet

voting process fails to operate properly or appears to be tampered with or tainted with errors, fraud or unfair practices, the Company reserves the right to use another means to determine the winner(s), i.e. random selection or appointing a panel of judges. All decisions of the judges are final.

5. **Publicity; Use of Personal Information.** By participating, where allowed by law, all participants and winner(s) grant the Company exclusive permission to use their names, characters, photographs, voices, and likenesses in connection with promotion of this and other contests and waive any claims to royalty, right, or remuneration for such use. By participating in the Contest, where allowed by law, participants agree that the Company may disclose personal information obtained from participants in the Contest to third parties and use such information for marketing and other purposes.

6. **Consumer Created Content.** IF THE ENTRY FOR THE CONTEST INCLUDES ANY CREATIVE MATERIAL FROM THE PARTICIPANT, INCLUDING BUT NOT LIMITED TO, CONSUMER CREATED CONTENT, BY ENTERING THE CONTEST EACH PARTICIPANT IS VERIFYING THAT (1) YOU ARE THE OWNER AND PRODUCER OF THE SUBMITTED MATERIAL AND THAT NO THIRD PARTY OWNERSHIP RIGHTS EXIST TO ANY MATERIAL SUBMITTED, AND (2) YOU ARE HEREBY GRANTING THE COMPANY AND THIS STATION A PERPETUAL, WORLDWIDE, NON-EXCLUSIVE, ROYALTY-FREE, SUB-LICENSABLE (THROUGH MULTIPLE TIERS) RIGHT AND LICENSE TO USE, PUBLISH, REPRODUCE, DISPLAY, PERFORM, ADAPT, MODIFY, DISTRIBUTE, HAVE DISTRIBUTED AND PROMOTE SUCH CONTENT IN ANY FORM, IN ALL MEDIA NOW KNOWN OR HEREINAFTER CREATED, ANYWHERE IN THE WORLD, FOR ANY PURPOSE.

7. **Release.** By participating in the Contest, each participant and winner waives any and all claims of liability against the Company, its employees and agents, the Contest's sponsors and their respective employees and agents, for any personal injury or loss which may occur from the conduct of, or participation in, the Contest, or from the use of any prize. In order to receive a prize, participants must sign an official waiver form provided by the Company.

8. **Taxes.** Any valuation of the prize(s) stated above is based on available information provided to the Company, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes related to the prize(s) and paying any expenses associated with any prize which are not specifically provided for in the official rules. Each winner must provide the Company with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600 in prizes from the Company will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.

9. **Conduct and Decisions.** By participating in the Contest, participants agree to be bound by the decisions of Company personnel. Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. The

Company will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the Company's decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the Company, the Company reserves the right to terminate this Contest, or make such other decisions regarding the outcome as the Company deems appropriate. All decisions will be made by the Company and are final. The Company may waive any of these rules in its sole discretion.

10. Miscellaneous. Void where prohibited. Odds of winning depend upon the number of participants. Each winner must submit proof of eligibility and sign the Company's release form to claim the prize. The Company may substitute prizes, amend the rules or discontinue the Contest at any time as announced on the Station(s). The Company disclaims any responsibility to notify participants of any aspect related to the conduct of the Contest. For a copy of the rules, or where required by law, a list of winners, visit the business office of the Station during normal business hours or visit the Station's website. All entries become the property of the Company and will not be returned.

11. Compliance with Law. The conduct of the Contest is governed by the applicable laws of the United States of America, which take precedence over any rule to the contrary herein. Station(s) shall follow the applicable laws for conducting contests, including notice to the state attorney general or consumer affairs office, posting of a prize bond, furnishing lists of winners, running specific on-air disclaimers, providing specific written information about the Contest, etc. as required by local and state law.